



COPPERFLECT

Product Warranty | 2014

## SIGMA COPPERFLECT™ LIFETIME LIMITED WARRANTY

This *Lifetime Limited Warranty* is effective for Sigma CopperFlect™ Radiant Barrier Products ("Products"), installed by a Sigma CopperFlect Affiliate in a Qualified Residential Dwelling<sup>1</sup>, and are purchased and installed after *January 1<sup>st</sup> 2014* in the United States. Sigma Technologies Int'l LLC ("Sigma") provides the following non-transferable warranty solely to the registered **Owner** of the building at the time of installation. If any Products are repaired or replaced under this warranty, then ongoing warranty coverage will continue from the original date of purchase and not from the date of repair or replacement. Email [info@sigmalabs.com](mailto:info@sigmalabs.com) or call +1 (520) 575-8013 for more information regarding Sigma's *Limited Warranty for CopperFlect™ Radiant Barrier Products*.

### PRODUCT ONLY LIMITED WARRANTY

Subject to Product label warnings and the following Product specific terms and conditions set forth below, Sigma warrants Products from date of purchase to the extent identified below:

- Meet thermal emittance properties pursuant to the definition of radiant barrier in ASTM C1313-10; and
- Show no bleeding, cracking or delamination pursuant to section 7.2.6 of ASTM C1313-10.

If Product fails to meet the thermal emittance properties described above, or shows bleeding, cracking or delamination as described above, then Sigma's sole liability will be to provide replacement Product for that portion of defective Product. All product replacement will be in the form of Product manufactured at the time of replacement. No substitutions of other products or those manufactured by other manufacturers will be permitted.

### PRODUCTS COVERED AND PRODUCT SPECIFIC CONDITIONS:

Sigma CopperFlect™ Radiant Barrier Products:

- Must be installed directly under the roofing rafters, between trusses, or installed on the attic floor with a minimum ½ inch continuous air space below the Product, per Sigma installation instructions.
- Must not, under any circumstances, be installed on the attic floor unless a minimum, unobstructed, ½ inch air gap is present either a) between the downward facing surface of the Product and the upward facing surface of mass insulation installed on the attic floor, or b) between the downward facing surface of the Product and the attic floor in the absence of other attic insulation.
- Must be installed in an attic or crawlspace and not accompany, in any fashion or for any reason, in the same attic or crawlspace, any other reflective insulation or radiant barrier product at any time during Product use.

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<sup>1</sup> A Qualified Residential Dwelling, for the purposes of this Limited Lifetime Warranty, shall mean any residence having living quarters with a contiguous attic or crawlspace that is not shared with another residence.

## WHAT IS NOT COVERED BY THIS WARRANTY

1. The negligence, gross negligence, or willful misconduct of the Builder, General Contractor or Professional Installer or of any third party, including the building owner or resident.
2. Any application in which Sigma Products come into contact with any fluid applied products, including but not limited to mastics, caulks and paints.
3. Acts of God, including but not limited to, thunderstorms, fire and lightning, hurricane, high winds.
4. Vandalism or attack by any party including, but not limited to, acts of war, civil disobedience, damage by any animal.
5. Foreign objects or agents, including but not limited to the use of materials incompatible with Sigma Radiant Barrier materials, items stored in attic or crawlspace.
6. Improper installation of the Products, improper building practices or design not in accordance with the applicable building code or industry standards, or failure to follow the applicable Sigma installation Guidelines. Installation Guidelines are available by calling +1 (520) 575-8013 or emailing [info@sigmalabs.com](mailto:info@sigmalabs.com).
7. Any defect caused by any product, or collection of products, not manufactured or sold by Sigma.

## How To Get Warranty Service

To obtain service under this warranty, you must promptly contact Sigma at [www.sigmalabs.com](http://www.sigmalabs.com), call +1 (520) 575-8013, or send an email to [support@sigmalabs.com](mailto:support@sigmalabs.com) regarding any potential claim, no later than sixty (60) days after you discover any potential claim, and you MUST provide Sigma with proof of purchase and/or of installation of the Sigma Products within the warranty period. You must provide Sigma with a reasonable opportunity to inspect the building within sixty (60) days after Sigma receives notice of your potential claim. You must also provide access to Sigma to recovery of samples of the Products from the actual installation in sufficient quantities in order to perform testing to determine whether or not the Sigma Product failed as set forth herein. If obtaining the required samples proves not to be feasible, then, in the alternative, Sigma may use retainer samples for Sigma Products manufactured from the same lot as those used in the actual installation.

## Exclusion of Damages

SIGMA'S SOLE LIABILITY UNDER THE WARRANTY IS LIMITED TO THE COST OR REPLACEMENT OF THE PRODUCT REQUIRED TO CORRECT PROBLEMS CAUSED SOLELY BY THE FAILURE OF THE PRODUCT TO MEET THE THERMAL EMITTANCE REQUIREMENTS PURSUANT ASTM C1313-10 AND THE TERMS OF THIS SIGMA WARRANTY. SIGMA SHALL NOT BE LIABLE EITHER IN TORT OR IN CONTRACT FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, LOSS OF USE OR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONDITION.

The foregoing is the only Warranty made by Sigma for Sigma CopperFlect™ Products. No representative, dealer or any other person is authorized to make or makes any warranty, representation, condition or promise on behalf of Sigma with respect to each Product. No terms or conditions other than those stated herein or provided by law, and no agreement or understanding, oral or written, in any purporting to modify this warranty shall be binding upon Sigma unless made in writing and signed by an authorized employee of Sigma.

**THIS WARRANTY IS NOT A PERFORMANCE CLAIM.**